

NORTH CAROLINA EDUCATION LOTTERY
INVITATION TO BID
PROMOTIONAL VEHICLES AND RELATED SERVICES

ITB # LC-000018

April 7, 2008

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PART I- GENERAL INFORMATION

1.1 INTRODUCTION

The North Carolina Education Lottery ("**NCEL**") is soliciting bids through this procurement (the "**Procurement**") and Invitation To Bid # LC-000018 ("**ITB**") to invite responsible bids ("**Bids**") from qualified and reputable Ford dealerships ("**Vendors**") in North Carolina to provide up to five (5) Ford F-150 trucks and related services outlined in the scope of work and Exhibit A in this ITB (collectively, the "**Goods and Services**").

The NCEL requires the Vendor that is selected to provide the vehicles and associated services contemplated by this ITB (the "**Successful Vendor**") to provide all items and do all things necessary to enable the NCEL to achieve all of its objectives as set forth in this ITB.

The NCEL currently intends to execute only one contract (the "**Contract**") as a result of this Procurement; provided, however, nothing obligates the NCEL to sign any Contract, or only one Contract, and the NCEL may do whatever it determines in their sole discretion to be in the best interests of the NCEL and the State of North Carolina.

All Bids and the Contract are automatically subject to the requirements of, and must comply with, the North Carolina State Lottery Act (the "**Act**") and the regulations, policies and procedures of the NCEL as they may be adopted or amended from time to time (collectively, the "**Regulations, Policies and Procedures**"). Copies of these documents may be obtained either from the NCEL or through a link on the NCEL's web site, www.nc-educationlottery.org (the "**Website**").

1.2 BID SUBJECT TO PUBLIC RECORDS LAWS

All Bids, data, materials and documentation originated, prepared and submitted to the NCEL pursuant to this ITB shall belong exclusively to the NCEL and may become available to the public in accordance with the North Carolina Public Records Act as provided in N.C.G.S. §132-1 et. seq. (the "**Public Records Laws**"). The NCEL will make reasonable attempts to maintain, in accordance with the Public Records Laws and the Act and all applicable laws of its domicile, the State of North Carolina and the United States of America (all of the forgoing being collectively defined as, the "**Applicable Laws**"), the confidentiality of any trade secrets or confidential information that meets the requirements of N.C.G.S. §132-1.2 of the Public Records Laws (collectively, "**Confidential Information**") if such Vendors properly and conspicuously identify the particular data or other materials which are Confidential Information in accordance with the Public Records Laws.

1.3 REJECTION OF BIDS AND CANCELLATION OF ITB; REISSUE OF ITB

Issuance of this ITB does not constitute a commitment on the part of the NCEL to award or execute a Contract. The NCEL retains the right, in its sole discretion, at any time to reject any or all Bids, in whole or in part, and to cancel or cancel and reissue this ITB, before or after receipt and opening of Bids in response thereto, or take any other actions, if it considers it to be in the best interests of the NCEL.

1.4 BID VALIDITY; INCURRED EXPENSES

All Bids shall remain valid for one hundred and eighty (180) calendar days (the "**Bid Offer Period**") after 4:00 p.m. Eastern Standard Time ("**EST**") on April 25, 2008 (the "**Bid Deadline**"). No late Bid will be considered, unless the Bid would have been timely but for the action or inaction of NCEL personnel directly involved in the procurement process. A Bid constitutes an offer by the Vendor to contract with the NCEL in accordance with the terms of the Bid and this ITB, which offer is irrevocable for the duration of the Bid Offer Period and may not be withdrawn or amended during the Bid Offer Period without the written consent of the NCEL. The NCEL shall not be liable or responsible for any costs, expenses, reimbursements or fees incurred by a Vendor in preparing and submitting a Bid or in performing any other action in connection with this Procurement.

PART II - BID PROCESS

2.1 SUMMARY OF KEY DATES

The NCEL reserves the right to change any dates and schedule contained in this ITB, including those shown below. If changes are made, the changes will be communicated on the NCEL's Website.

April 7, 2008	ITB Issuance Date
April 14, 2008	Deadline for submission of Questions 4:00 p.m. EST
April 16, 2008	Answers Posted on the NCEL Website
April 25, 2008	Deadline for submission of Bids 4:00 p.m. EST

DELIVERY ADDRESS:

North Carolina Education Lottery Headquarters
Promotional Vehicles and Related Services ITB
(**ITB # LC-000018**)
2100 Yonkers Road
Raleigh, NC 27604

May 9, 2008	Target date for Award Decision of Successful Vendor followed by Contract Execution
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2.2 CONTACT PERSON

The sole point of contact (the "**Contact Person**") for inquiries and additional information concerning this ITB and Procurement will be William Bryant, who can be reached as follows:

Email: bid.submission@lotterync.net
Fax: **919-715-8831**
Re: **ITB # LC-000018**

North Carolina Education Lottery
Promotional Vehicles and Related Services ITB
2100 Yonkers Road
Raleigh, NC 27604

No direct or indirect contact or other solicitation initiated by Vendors or their representatives should occur with any NCEL employee other than the Contact Person.

2.3 INQUIRIES

All inquiries regarding this ITB must be submitted in the form of questions or requests for clarification (collectively, the "Questions"). **Such Questions must be in writing and received by the Contact Person identified in Section 2.2 of this ITB on or before 4:00 p.m. EST on April 14, 2008** (the "Question Deadline"). The NCEL's responses (the "Answers") to Questions properly received prior to the Question Deadline will be posted on the NCEL's Website.

2.4 BID SUBMISSION AND FORMAT

Bids must be received by the Contact Person no later than the Bid Deadline in sealed envelopes or containers. Late Bids will not be accepted, unless the Bid would have been timely but for the action or inaction of NCEL personnel directly involved in the procurement process. A Vendor must submit a signed original and three (3) reproduced complete copies of its Bid. Bids shall be complete and must convey all of the information requested by the NCEL. Also, the Bid must designate a single authorized official from one of the entities to serve as the sole contact between the NCEL and the Vendor.

2.5 CHANGES, MODIFICATIONS CANCELLATIONS

The NCEL reserves the right, in its sole discretion, at any time prior to the Bid Deadline to make changes to this ITB by issuance of written addendum(s) or amendment(s) or to cancel all or part of this ITB and Procurement. Any addendum(s), amendment(s) or cancellation(s) will be posted on the NCEL's Website.

2.6 BID CONSTITUTES OFFER

By submitting a Bid, a Vendor agrees to be governed by the terms and conditions set forth in this ITB, and any amendments thereto, and further agrees that the Contract will incorporate the terms and conditions of this ITB and any amendments hereto and the Questions and Answers, the Vendor's Bid and any terms and conditions subsequently negotiated with such Vendor. A Vendor submitting a Bid must complete and submit, as part of its Bid, the Vendor Certification Form included as **Attachment A**, and made a part hereof.

2.7 BID EVALUATION

A variety of factors shall be considered by the NCEL in determining the Successful Vendor it believes provides the best overall solution at a fair and reasonable price and consistent with the goals and objectives of the NCEL. Thus, while Vendors are strongly encouraged to offer the

lowest price and highest value possible, the Vendor offering the lowest price may not be selected as the Successful Vendor. The NCEL will conduct a fair, comprehensive and impartial evaluation of all Bids deemed responsive using an evaluation committee (the "**Evaluation Committee**") selected by the Executive Director. The Evaluation Committee may request clarifications or answers to any questions it may have of a Vendor as a result of any information or representations contained in its Bid or otherwise identified, and may ask a Vendor to address technical questions or seek additional information regarding any Bid before completing the initial evaluation.

2.8 DISPUTE PROCEDURE

All claims and disputes, including but not limited to protests related to this ITB, the Procurement and the award of the Contract to the Successful Vendor shall be handled solely and exclusively under and in accordance with the North Carolina Education Lottery Dispute Resolution Procedures (the "**Dispute Procedures**"), as adopted and/or amended from time to time by the NCEL Commission. Any Vendor that submits a Bid hereby expressly acknowledges and agrees that: (a) the Dispute Procedures represent the exclusive procedure and the exclusive forum for binding resolution of all claims, disputes, complaints and Dispute Resolution Requests of any kind relating in any way to any ITB, Procurement, Contract, offer, quote, Bid or agreement entered into by the NCEL; (b) it is estopped from objecting to any court, agency or other entity as to the Dispute Procedures being such sole and exclusive forum for binding resolution; and (c) it agrees to be completely, solely and irrevocably bound by such Dispute Procedures. In addition, each Vendor submitting a Bid irrevocably waives any claim it might have had to protest or object to this ITB or its contents.

2.9 NEGOTIATION AND EXECUTION OF CONTRACT

A Successful Vendor under this ITB shall negotiate and execute a Contract containing such terms and conditions as shall be satisfactory to the NCEL. The occurrence of negotiations with any Vendor(s) conveys no right or status on such Vendor(s). By submitting a Bid, each Vendor acknowledges and agrees that the NCEL may negotiate with one or more Vendors, under such circumstances, at such times and in such a manner as it determines to be in the best interests of the NCEL.

2.10 NONEXCLUSIVE RIGHTS

Nothing in this ITB or any Contract shall preclude the NCEL from purchasing other products or services as the NCEL, in its sole discretion, shall determine.

PART III – BID TERMS AND CONDITIONS

3.1 GOVERNING LAW

This Procurement and any Contract resulting from this ITB shall be governed by and construed in accordance with the laws of the State of North Carolina, including the Act. Any and all claims or disputes arising under or in connection with this ITB or the Contract shall be exclusively

governed by the Dispute Procedures, as they may be adopted or amended from time to time by the NCEL.

3.2 CONTRACT ELEMENTS

The terms of this ITB, as may be amended by the NCEL from time to time, and the Bid of the Successful Vendor will be incorporated into and form a part of the Contract, as will the Questions and Answers. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the Contract, this ITB and any amendments thereto as well as Answers to the Questions, and finally the Bid of the Successful Vendor, all of which must comply with the Act. The NCEL reserves the right to negotiate the form of contract and offer such Contract to the Successful Vendor as the NCEL determines is in the best interests of the NCEL.

3.3 SUBCONTRACTING; ASSIGNMENT; COMPLIANCE

The Successful Vendor is prohibited from subletting, conveying, assigning or otherwise disposing of the Contract, its rights, duties, obligations, title, or interest therein, or its power to perform the Contract to any person or entity without the prior written approval of the NCEL. The Successful Vendor shall comply with all applicable rules, procedures and regulations as adopted and/or amended from time to time by the NCEL under the Act, including, but not limited to, the Regulations, Policies and Procedures of the NCEL and Applicable Laws related to the performance of the Contract. The Successful Vendor warrants that it currently is, and will at all time during the term of the Contract remain, lawfully organized and constituted under all Applicable Laws.

3.4 TERM OF CONTRACT

The NCEL currently expects that the Contract shall be a short-term deliverables contract, but shall not extend beyond June 30, 2009.

3.5 PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY; INTELLECTUAL PROPERTY INDEMNIFICATION

The Successful Vendor represents and warrants that its Goods and Services and performance under the Contract and all other deliverables, written materials, designs, tangible or intangible materials, intellectual or other property or other work product of any kind or nature produced, revised, created, modified or prepared by the Successful Vendor in connection with the Contract, this ITB or Procurement or for the NCEL (collectively, the "**Work Product**") does not and will not infringe any patent, copyright, trademark, service mark or other intellectual property rights of any other person or entity, and that it and they will not constitute the unauthorized use or disclosure of any trade secret of any other person or entity.

The Successful Vendor shall indemnify and hold harmless the State of North Carolina, the NCEL, their officers, Commissioners, agents, retailers and employees from and against any and all suits, damages, expenses, losses, liabilities, claims of any kind, costs or expenses of any nature or kind, including, without limitation, court costs, attorneys' fees and other damages, arising out of, in connection with or resulting from the possession, license, or use of any vehicle offered.

3.6 WARRANTIES

The Successful Vendor represents, warrants and agrees that all vehicles provided pursuant to this ITB, its Bid and the Contract are new and encompass the full manufacturer's warranty; and any of the services related to such vehicles are normally performed.

3.7 BOOKS AND RECORDS; AUDIT REQUIREMENTS

The Successful Vendor shall maintain its books, records and other evidence pertaining to the Contract for three (3) years following the expiration or termination of the Contract. Financial and accounting records shall be available for inspection upon request to the NCEL, its internal auditors or external auditors (and any other designees) at any time during the term of the Contract. The Successful Vendor shall be subject to audit or inspection at any reasonable time and upon reasonable notice by the NCEL or its duly appointed representatives, including, without limitation, the NCEL's auditors, the Office of the State Controller, the North Carolina State Auditor or any other appropriate representative of North Carolina state government. Specifically, without limitation, the Successful Vendor shall comply with the requirements of N.C.G.S. §18C-122 regarding independent audits.

3.8 TAXES, FEES AND ASSESSMENTS

The NCEL shall have no responsibility whatsoever for the payment of any federal, state or local taxes which become payable by the Successful Vendor or its subcontractors, joint venturers, agents, officers or employees. The Successful Vendor shall pay and discharge all such taxes when due.

3.9 NEWS RELEASE

The Successful Vendor shall not issue any news releases or participate in any media interview pertaining to this ITB, Procurement or the Contract without the express prior written consent of the NCEL in each instance, and then only in cooperation with the NCEL.

3.10 NONDISCRIMINATION

The Successful Vendor hereby covenants and agrees that no person shall be excluded from participation in, or be denied benefits of, the Contract, or be excluded from employment, denied any of the benefits of employment or otherwise be subjected to discrimination on the grounds of handicap or disability, age, race, color, religion, sex, national origin or ancestry, or any other classification protected by federal, North Carolina state constitutional or statutory law or other Applicable Laws.

3.11 E-PROCUREMENT SERVICE REQUIREMENTS

Please note this ITB is subject to E-Procurement requirements. It is the Vendor's responsibility to read the following terms and conditions carefully and consider them in preparing the Bid. By submitting a Bid, Vendor acknowledges acceptance of all terms and conditions, including those related to e-procurement.

General information on the e-procurement service can be found at: http://www.ncgov.com/eprocurement/asp/section/ep_index.asp. Instructions are also provided in Exhibit 2 of this ITB.

Payment by the NCEL shall be conducted through the Statewide E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Contract.

THE SUCCESSFUL VENDOR(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER. The transaction fee is handled by a third party Supplier Manager. This fee applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. The Successful Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Successful Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Successful Vendor's failure to perform or comply with specifications or requirements of the Contract.

The Successful Vendor, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Successful Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and the Successful Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Successful Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, the Successful Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the NCEL has not been received by the Successful Vendor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of Contract. The Supplier Manager shall provide, whenever reasonably requested by the Successful Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Successful Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Successful Vendor is a corporation, partnership or other legal entity, then the Successful Vendor may authorize its employees to use its password. The Successful Vendor shall be responsible for all activity and all charges by such employees. The Successful Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Successful Vendor's account, the Successful Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. The Successful Vendor shall cooperate with the NCEL and the Supplier Manager to mitigate and correct any security breach.

PART IV – BID REQUIREMENTS

4.1 MANDATORY COMPONENTS; VENDOR COMMITMENT

The integrity of the NCEL is essential. The NCEL must maintain control over all functions and be assured that they are performed to provide the greatest long-term benefit to the State of North Carolina, the greatest integrity for the NCEL and the best service for the public, all in a manner consistent with the dignity of the State of North Carolina. A Vendor must sign and submit the Vendor Certification Form included as **Attachment A** and made a part hereof. The form must be signed by a person duly authorized to legally bind such Vendor.

4.2 VENDOR CONTACT PERSON

A Vendor shall provide the name, address, telephone number, e-mail address and facsimile number of the person to provide notification or contact concerning questions regarding its Bid.

4.3 BACKGROUND INFORMATION

The NCEL will investigate, at a minimum, the financial responsibility, security and integrity of any Vendor that submits a Bid. A Vendor must complete and submit as part of its Bid the Background Disclosure Form, included as **Attachment B** and made a part hereof. Vendors must also fully comply and cooperate with all investigations conducted under N.C.G.S. §18C-151(c) or §18C-152 and other applicable Sections of the Act or Applicable Laws.

A Vendor must complete and submit, as part of its Bid, for itself, and all of the individuals listed in this paragraph, the Authorization for Vendor Investigation Form, included as **Attachment C** and made a part hereof, and the Authorization for Individual Investigation, included as **Attachment D** and made a part hereof, in both cases to allow the NCEL access to the civil litigation and financial credit history of the Vendor and subcontractor and the civil, criminal, and financial history of their employees. The Authorization for Individual Investigation shall authorize access to the backgrounds of the following persons, as applicable: (i) if the Vendor/subcontractor is a corporation, the officers, directors and each person who owns five percent (5%) or more of the equity interests in any member of a Vendor Team; (ii) if the Vendor/subcontractor is a partnership or joint venture, all of the general partners, limited partners or joint ventures; (iii) for any Vendor/subcontractor, any person who can exercise control or authority, or both, on behalf of the Vendor.

At the time of submission of the Vendor's Bid, the Vendor shall submit a background investigation fee in the amount of \$50 per business (Attachment C) plus \$75 per individual (Attachment D). Once the Contract has been awarded and at the discretion of the NCEL, the background investigation payments may be returned to any Vendor that the NCEL did not perform background investigations.

4.4 DISCLOSURE OF LITIGATION AND LEGAL MATTERS

A Vendor should include in its Bid a disclosure of any pending or overtly threatened civil or criminal litigation or indictment involving such Vendor. Specifically, the Vendor must disclose, on behalf of itself and each of the persons or entities described in N.C.G.S. §18C-152(b), all of

the items and information described in N.C.G.S. §18C-152(c). This disclosure requirement is a continuing obligation, and any litigation commenced after a Vendor has submitted a Bid under this ITB must be disclosed to the NCEL in writing within five (5) days after it is filed.

4.5 SCOPE OF SERVICES

4.5.1 INTRODUCTION

The North Carolina Education Lottery (NCEL) is developing a promotion for its Carolina Cash 5 game to begin mid-June 2008 through mid-September 2008. However, the NCEL reserves the right to modify the promotional period at any time. The promotion consists of secondary drawings that lottery players may enter if they buy five (5) Carolina Cash 5 tickets at one time during the specified promotional period.

The NCEL is interested in purchasing up to five (5) new 2008 F-150 trucks (from the XLT to the Lariat model) to award as drawing prizes associated with the Cash 5 Promotion. The specifications for the vehicles are listed on Exhibit A of this ITB. Additional options provided at discounted or no costs shall be clearly specified in the Cost Proposal. Vehicles will be purchased by the NCEL as players claim their prizes. The cost for each vehicle shall be inclusive of all license, title and any other fees, delivery fees, applicable taxes, etc., associated with such vehicle.

4.5.2 VENDOR'S RESPONSIBILITIES

The Successful Vendor will be responsible for providing up to five (5) vehicles as described in the Cost Proposal and in its proposal should carefully describe the following:

1. Name of dealership
2. Location of dealership
3. Year/make/model of vehicle(s)
4. Vendor's agreement to fulfill the minimum specifications listed in Exhibit A.
5. Additional accessories offered in each vehicle(s)
6. Description of manufacturer and/or dealer's warranty
7. Total cost per unit
8. Volume discounts, manufacturer's rebates, and/or other incentives
9. Fulfillment timeframe and process
10. Minimum to maximum delivery charges. The Successful Vendor may be requested to deliver the vehicle to a specified location to be designated by the NCEL for award presentation.

PART V - COST

5.1 PRICING FORMULA

The NCEL currently expects that the Successful Vendor shall be compensated for all Goods and Services based on the total cost for each vehicle, meeting the specifications in Exhibit A and any additional options as offered by the Successful Vendor, and agreed upon by the NCEL. Vendors

are reminded that the cost quotation should cover all of the Goods and Services and items required by this ITB and Procurement, as well as other Goods and Services deemed necessary by the Vendor, to be provided by the Successful Vendor during the entire term of the Contract. The NCEL also welcomes alternative pricing proposals that include an in-kind exchange; for example, one (1) or more vehicles at no cost in exchange for inclusion of the dealership in the NCEL's advertising for this promotion.

No payment will be available to the Successful Vendor beyond the total agreed upon amount as specified above. Costs agreed to in the resulting Contract shall be firm and remain constant throughout the life of the contract and any extensions thereof. However, the Successful Vendor may reduce the total cost of each vehicle at any time after execution of the Contract, with notice to the NCEL.

5.2 PAYMENT

Upon determination of the amount due to the Successful Vendor upon delivery of each vehicle, payment will be processed in an expedited manner. Vendors may propose any alternative methods or schedules of payments which will be considered during contract negotiations with the Apparent Successful Vendor.

5.3 LIMITATION OF FINANCIAL LIABILITY

The payment obligations undertaken by the NCEL under any Agreement from this ITB are subject to the availability of funds to NCEL. There shall be no liability on the part of the NCEL except to the extent of available funds permitted to be paid from the proceeds of lottery operations and other funds available to the NCEL. Notwithstanding anything herein to the contrary, under no circumstances will the State of North Carolina, its general fund or any of its agencies or political subdivisions be responsible or liable as a result of any Agreement from this ITB or any liability created hereby or arising hereunder.

ATTACHMENT A

VENDOR CERTIFICATION

Promotional Vehicles and Related Services

I do hereby certify as follows:

1. The initial prices and other terms and provisions included in the Bid submitted by _____ (the "Proposing Vendor") are accurate and binding for 180 days from the Bid due date (the "Bid Offer Period");
2. All charges are, to the best of my knowledge, accurate and complete;
3. The Proposing Vendor acknowledges and agrees that this Bid will be considered valid and irrevocable for the Bid Offer Period and, if an award is not made within the Bid Offer period or if a Contract with the Successful Vendor is for any reason not executed within the Bid Offer Period, it shall be incumbent upon the Proposing Vendor to notify the designated contact person identified in Section 2.2 of the ITB in writing if it does not want its Bid to be further considered beyond the Bid Offer Period (i.e., in the event of a breach or termination, the NCEL may decide to return to the remaining Vendors' Bids). Failure on the part of the Proposing Vendor to notify the designated contact person identified in Section 2.2 of this ITB will mean that its Bid remains valid even after the Bid Offer Period;
4. The cost and other terms and provisions contained in the Bid accurately reflect the Proposing Vendor's total proposed cost, including any applicable discounts, and the Proposing Vendor would deliver the vehicles, services and related items for that amount and according to those terms and provisions if the NCEL wanted to accept the prices and other terms and provisions described in its Bid without negotiation;
5. All inquiries to the NCEL and other pre-Bid review and evaluation efforts have been completed and that no extra costs or payments to any entity, including this Proposing Vendor, will be allowed for any miscalculation, deficiency, oversight and failure to make suggestions regarding possible additional needs for desired features, or any other difference in cost if later discovered;
6. By submission of this Bid, the Proposing Vendor agrees to fully comply with all requirements of the ITB, and its separate parts, and any deviation noted in the Proposing Vendor's submission may be the basis for rejection of its Bid by the NCEL without recourse;
7. The Proposing Vendor has read and understands the Act and all of the requirements contained in the ITB and any amendments thereto, the responses to written questions submitted by Vendors and its Bid, and agrees to be bound by all the terms and conditions contained in each of these documents, without exception;
8. The Proposing Vendor has taken appropriate steps to completely and fully familiarize itself with the requirements of the ITB in order to render full performance under any resulting relationship between the NCEL and Proposing Vendor; and
9. This Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the services and is in all respects fair and without collusion or fraud.

(Signature of Authorized Representative)

(Print Name)

(Title)

(Date)

ATTACHMENT B
BACKGROUND DISCLOSURE FORM

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Name of Business:
2. Type of legal entity and the state under whose laws the business entity is organized:
3. EIN:
4. Address:
 - a. All prior addresses for the prior ten (10) years:
5. Telephone Number, including area code:
6.
 - a. List any trade names or assumed names used:
 - b. List all states where each name is or has been used:
 - c. Attach verification of authorization to conduct business in the State of North Carolina.
7. List the name, address, area code and telephone number, and social security number of the Vendor's officers, directors and each stockholder if the Vendor is a corporation (in the case of a publicly-traded corporation, only those stockholders known to the corporation to own beneficially five percent (5%) or more of such corporation's securities), as well as the same information for a parent corporation of such Vendor corporation if the parent corporation's shares are publicly traded; if the Vendor is a trust, the trustee and all persons entitled to receive income or benefits from the trust; if the Vendor is an association, the member, officers and directors; if the Vendor is a partnership or joint venture, all general partners, limited partners or joint venturers:
 - a.
 - Name:
 - Relationship to Vendor:
 - Address:
 - Telephone number, including area code:
 - Social Security number:
 - b.
 - Name:
 - Relationship to Vendor:
 - Address:
 - Telephone number, including area code:
 - Social Security number:

- c. Name:
- Relationship to Vendor:
- Address:
- Telephone number, including area code:
- Social Security number:

8. For each member of the Vendor Team, if applicable, list the details of any finding or pleas, conviction or adjudication of guilt in a state or federal court, or in another jurisdiction, for any felony or any other criminal offense other than a traffic violation:

Charge:

 Date of proceeding:

 Custodian of records concerning this proceeding:

 Outcome of proceeding:

Charge:

 Date of proceeding:

 Custodian of records concerning this proceeding:

 Outcome of proceeding:

9. For each member of the Vendor Team, if applicable, list the details of any bankruptcy, insolvency, reorganization or corporate or individual purchase or takeover of another business, including bonded indebtedness, or any pending litigation:

- a. Filing or action:

 Date of filing or action:

 Court of filing or action:

 Date of discharge if bankruptcy:

 Pending litigation:

- b. Filing or action:

 Date of filing or action:

 Court of filing or action:

 Date of discharge if bankruptcy:

 Pending litigation:

10. List all the individuals constituting the Vendor Team who will work on the NCEL Contract. Complete a Consent Form for each (See Attachment D).
11. Does any "public officer" or employee of such public officer have an ownership interest of five percent (5%) or more in any member of the Vendor Team? If yes, please provide details.
12. List any conflict of interest with the products, promotions and goals contemplated by the NCEL that could result from other projects in which the Vendor Team or any of the staff members designated to work on the project are involved. Failure to disclose any such conflict may be cause for Contract termination or disqualification of the Bid.
13. List all lobbyists and consultants working on behalf of the Vendor Team in connection with this Bid or any subsequent Contract.

Attachment B Certification

I, _____, hereby certify that I am duly authorized to act on behalf of the Vendor and Vendor Team. In that capacity, I hereby certify that the Vendor and all members of the Vendor Team have filed appropriate tax returns as provided by the laws of the State of North Carolina. I further warrant that the information contained in this Contract Compliance and Financial Disclosure Form is true and complete, and acknowledge that a finding that it is not true or complete may result in a cancellation of the Contract.

I further certify that the Vendor and each member of the Vendor Team recognizes and acknowledges that there are certain limitations on their activities, now and in the future, including, but not limited to, limitation on certain political contributions, limitation of the ability to submit Bids, in response to subsequent request for Bids issued by the NCEL, limitation on the ability to purchase lottery tickets. The restrictions on the ability to purchase lottery tickets and entering into contracts or other arrangements apply to the Vendor and the members of the Vendor Team as well as the members of their households.

(Signature of Authorized Representative)

(Print Name)

(Title)

(Date)

ATTACHMENT C

AUTHORIZATION FOR VENDOR INVESTIGATION

I, _____, hereby authorize the North Carolina Education Lottery or its designee to conduct a Vendor background investigation (N.C.G.S. §18C-152), including the civil litigation and financial credit history of _____. I hereby release all organizations, individuals, agencies, and other employees and agents from any liability that may result from their furnishing such information and authorize all organizations, individuals, agencies and their employees and agents contacted by the North Carolina Education Lottery or its designee to provide such information. A photocopy of this release will be valid as an original thereof, even through said photocopy does not contain an original writing of my signature.

(Signature)

(Print Name)

(Title)

(Date)

Company EIN

NOTARY:

State of _____, County of _____

Subscribed and sworn to before me this ____ day of _____ 2008.

Notary Public _____

My commission expires _____

[SEAL]

ATTACHMENT D

AUTHORIZATION FOR INDIVIDUAL INVESTIGATION

I hereby authorize the North Carolina Education Lottery to request and receive any criminal history record information pertaining to me that may be in the files of any criminal justice agency.

Full Name Printed

(First, Middle, Last – ***no initials***)

Street Address

City

State

Zip

Sex

Race

____/____/____
Date of Birth

SSN

Signature

NOTARY:

State of _____, County of _____

Subscribed and sworn to before me this ____ day of _____ 2008.

Notary Public _____

My commission expires _____

[SEAL]

ATTACHMENT E

COST PROPOSAL

Vendors must use this form for the vehicles being offered (see Exhibit A for specifications). If a Vendor's proposal is chosen, the price quoted on Attachment E will be selected as the price for the contract to be signed by the NCEL and the Successful Vendor. Cost Proposals must consist of **all** charges and expenses, including, but not limited to, docking and delivery, licensing and title fees and applicable taxes. Please include one cost proposal per vehicle model.

XL (2008 or 2009 Model)

1. Additional Vehicle Accessories: _____

2. Description of manufacturer and or dealer's warranty: _____

3. Fulfillment timeframe and process: _____

4. Number of Identical Vehicles Offered: _____
5. Cost per unit: \$ _____
6. Volume discounts, manufacturer's rebates, and/or other incentives: _____

7. Total Cost: \$ _____

(Signature of Authorized Representative)

(Print Name)

(Title)

(Date)

ATTACHMENT E

COST PROPOSAL

Vendors must use this form for the vehicles being offered (see Exhibit A for specifications). If a Vendor's proposal is chosen, the price quoted on Attachment E will be selected as the price for the contract to be signed by the NCEL and the Successful Vendor. Cost Proposals must consist of **all** charges and expenses, including, but not limited to, docking and delivery fees. Please include one cost proposal per vehicle model and pricing option.

FX4 (2008 or 2009 Model)

1. Additional Vehicle Accessories: _____

2. Description of manufacturer and or dealer's warranty: _____

3. Fulfillment timeframe and process: _____

4. Number of Identical Vehicles Offered: _____

5. Cost per unit: \$ _____

6. Volume discounts, manufacturer's rebates, and/or other incentives: _____

7. Total Cost: \$ _____

(Signature of Authorized Representative)

(Print Name)

(Title)

(Date)

ATTACHMENT E

COST PROPOSAL

Vendors must use this form for the vehicles being offered (see Exhibit A for specifications). If a Vendor's proposal is chosen, the price quoted on Attachment E will be selected as the price for the contract to be signed by the NCEL and the Successful Vendor. Cost Proposals must consist of **all** charges and expenses, including, but not limited to, docking and delivery fees. Please include one cost proposal per vehicle model and pricing option.

Lariat (2008 or 2009 Model)

1. Additional Vehicle Accessories: _____

2. Description of manufacturer and or dealer's warranty: _____

3. Fulfillment timeframe and process: _____

4. Number of Identical Vehicles Offered: _____
5. Cost per unit: \$ _____
6. Volume discounts, manufacturer's rebates, and/or other incentives: _____

7. Total Cost: \$ _____

(Signature of Authorized Representative)

(Print Name)

(Title)

(Date)

Exhibit A

2008 or 2009 Ford F-150 Specifications

XL

- All standard features
- 5.4L 3V #FI V8 Engine
- 60th Anniversary Edition Package
- Deluxe Mirror Package
- 3.55 Limited Slip Axle Ratio
- 20" 6-Spoke Machined Aluminum Wheels
- P275/55R20 OWL All-Terrain (4) (Pirelli) (Spare Tire – P255/70R18H A/S)
- Payload Package #1c
- Sport Cloth Captain's Chairs with Accent Seam Stitching (Includes Power Driver Seat and Manual Driver and Passenger Lumbar)
- AM/FM Stereo/6-Disc, In-Dash CD Changer with MP3 Capability and Auxiliary Audio Input Jack (Includes Speed Compensated Volume Control)
- Power Sliding Rear Window with Privacy Tint
- Power Moonroof
- Running boards – 5" chrome tubular step bar

FX4

- All standard features
- 5.4L 3V EFI V8 Engine
- FX4 Luxury Package
- Deluxe Heated Seat Package
- 3.55 Limited Slip Axle Ratio
- P275/55R20 OWL All-Terrain (4) (Pirelli) (Spare Tire – P255/70R18H A/S)
- Payload Package #1c
- 20" 6-Spoke Machined Aluminum Wheels
- Leather-trimmed Captain's Chairs with Manual Driver and Passenger Lumbar
- Power Driver Seat
- AM/FM Stereo/6-Disc, In-Dash CD Changer with MP3 Capability and Auxiliary Audio Input Jack (Includes Speed Compensated Volume Control)
- Power Moonroof
- Power Sliding Rear Window with Privacy Tint
- Running boards – 5" chrome tubular step bar

Lariat

- All standard features
- 5.4L 3V EFI V8 Engine
- Deluxe Heated Seat Package
- Deluxe Mirror Package
- Color-coordinated Carpet with Carpeted Floor Mats
- 3.55 Limited Slip Axle ratio
- P275/55R20 OWL All-Terrain (4) (Pirelli) (Spare Tire – P255/70R18H A/S)
- Payload Package #1c
- 20" 6-Spoke Machined Aluminum Wheels
- 6.5' box – Styleside (Supercrew) standard features
- Leather-Trimmed Captain's Chairs with Manual Driver and Passenger Lumbar
- Power Driver Seat
- Power Adjustable Pedals
- AM/FM Stereo/6-Disc, In-Dash CD Changer with MP3 Capability and Auxiliary Audio Input Jack (Includes Speed Compensated Volume Control)
- Power Moonroof
- Power Sliding Rear Window with Privacy Tint
- Running boards – 5" chrome tubular step bar

EXHIBIT B

Please be advised NCEL uses the information on vendor link and e-procurement for potential vendors to call. Please make sure you are registered on both sites. You can register at the following locations:

(Required) For E-Procurement (the system NCEL processes purchase orders through):

<https://vendor.ncgov.com/login>

Fill in the required information under "New Vendor Registration" and click register to continue the process. Please write down your User ID and password in case you need to go back later and update your information.

(Optional) You will find a separate link for "Vendor Link/HUB Registration." (The system many state agencies use to post their bids to the Internet)

<http://www.ips.state.nc.us/ips/vendor/vndpubmain.asp>.

Click on Vendor Registration/ HUB Verification. You will need to accept the terms in order to continue the registration process. Fill in all required fields and submit information. Be sure your email address is correct as that establishes the notification process to you when bids are posted that you would be interested in bidding on. Write your User ID and password down in case you need to update your information at a later date.

You will need Adobe Acrobat Reader on your computer in order to view our bids. If you do not have this, it can be downloaded free of charge by clicking on the Adobe Acrobat link below.

<http://www.adobe.com/products/acrobat/readstep2.html>

Our bids may be viewed at the following links:

http://www.nc-educationlottery.org/vendor_information.aspx

or

<http://www.ips.state.nc.us/ips/deptbids.asp>

Click on the North Carolina Education Lottery link. Click on the bid number to view the bid.

If you have problems registering, please call:

E-Procurement helpdesk at 1-888-211-7440 for E-Procurement assistance

or

Michele Goff at NC Education Lottery for Vendor Link Registration at the number listed below.

Michele Goff
Purchasing Administrator
NC Education Lottery
Telephone 919-301-3433
Fax 919-301-3620
mgoff@lotterync.net